

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

PALM BEACH POLO, INC.,  
a Florida corporation,

Plaintiff,  
vs.

WIGGIN & DANA, LLP,  
a Connecticut limited liability company,

Defendant.

**COMPLAINT**

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The Plaintiff, Palm Beach Polo, Inc. (“Polo”), sues Defendant, Wigin & Dana, LLP (“W&D”), and alleges as follows:

**Parties, Jurisdiction and Venue**

1. Polo is and has been a Florida corporation since 1993, with its’ principal place of business in Palm Beach County, Florida.

2. W&D is a Connecticut limited liability company and law firm, with satellite offices in Palm Beach County Florida, New York and Washington, D.C.

3. All of Polo’s representatives discussions, and communication with representatives of W&D took place while Polo’s representatives were present in Palm Beach County, Florida, and the wire transfer of the sum of

One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Funds”), by Polo to the W&D Trust Account, was initiated from and was transferred and paid out of Polo’s Bank of America account in Palm Beach County, Florida.

4. The dollar amount in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00) exclusive of interest and costs.

5. This Court has jurisdiction pursuant to 28 U.S.C. 1332, in that Polo and W&D are incorporated in different states and have their principal place of business in different states.

6. Venue is proper in the Southern District of Florida because the matters complained of herein originated and were culminated in Palm Beach County, Florida.

### **General Allegations**

7. Prior to March of 2018, Polo’s President had certain business dealings with Robert V. Matthews (“Matthews”) of Palm Beach County, Florida, regarding various parcels of real property located in Palm Beach County, Florida.

8. In March, 2018, Matthews was indicted and arraigned on a twenty (20) count Indictment in the United States District Court of Connecticut, Case No. 3:18-CR-48 (“Indictment”), and on information and belief, is represented by W&D.

9. In discussions that occurred in mid-May, 2018, between Matthews and Polo's President, Matthews advised Polo's President that Matthews did not have sufficient cash to pay W&D for Matthews' defense of the criminal Indictment.

10. At Matthews' request, Polo agreed to pay the Funds to the W&D firm's Trust Account.

11. On May 29, 2018, W&D provided Polo with the wire transfer instructions for Polo to transfer, to the W&D Trust Account, the Funds, being the sum of \$150,000.00. The wire transfer documentation is attached as Exhibit 1.

12. In early July, 2018, a business dispute arose between Polo and Matthews.

13. In mid-July, 2018, Polo retained the undersigned attorney, Larry A. Zink, Esq. ("Zink") to seek an accounting and return of the Funds Polo paid, in trust, to W&D.

14. On July 13, 2018, Zink spoke to a Mr. David Ring ("Ring") at the W&D law firm regarding the status of the Funds and Zink followed-up the telephone conversation with an email, which email is attached as Exhibit 2.

15. On July 13, 2018, Ring and the W&D law firm responded and the subsequent chain of emails between W&D and Zink are attached as Complaint Exhibit 3.

16. Zink received no further response from anyone at W&D, and on July 16, 2018, corresponded with Mr. Paul Hughes, the Managing Partner at W&D requesting any documentation W&D has between Polo and W&D regarding the receipt, use and accounting for the Funds Polo deposited in the W&D Trust Account and requested the return of the balance of the Funds (Exhibit 4).

17. On July 19, 2018, apparently in response to Zink's email to Mr. Paul Hughes, Zink received an email from Mr. Kevin Kennedy, who identified himself as General Counsel for W&D, which email failed to respond to the information requested in Zink's July 16, 2018 email to Paul Hughes (Exhibit 5).

18. W&D, who holds the Funds in a fiduciary capacity, continues to refuse to provide any information or documentation to Polo as to the Polo Funds in the W&D Trust Account, including but not limited to: (a) W&D's receipt of the Funds; (b) the balance of the Polo Funds in the W&D Trust Account; and, (c) return to Polo the balance of Polo's Funds in the W&D Trust Account.

19. On July 31, 2018, Polo filed a Grievance Complaint with the Connecticut Statewide Grievance Committee, which is pending and Polo has been advised that, as of September 4, 2018, W&D's Partner, David Ring has not filed a written response to the Grievance Complaint. The Grievance Complaint alleges, among other things, that pursuant to Rule 1.15(b) of the Connecticut Rules of Professional Conduct, "Safekeeping Property" (Exhibit 6), the W&D Firm is required to hold Polo's \$150,000.00 in an IOLTA Account and that pursuant to Rule 1.15(e), W&D has an obligation to Polo to acknowledge receipt of the \$150,000.00 and to provide an accounting of the Funds and return the Polo Funds to Polo upon request, along with other obligations set forth in Rule 1.15(e).

20. Polo has not requested that W&D provide any attorney-client or work product information from W&D regarding W&D's representation of Matthews.

21. W&D has failed and refuses to acknowledge that W&D owes any obligation to Polo under Rule 1.15 of the Connecticut Rules of Conduct with regard to the Funds deposited into the W&D Trust Account.

22. Polo has demanded, from W&D, the return to Polo, of the Funds paid to the W&D Trust Account and the Funds have not been returned to Polo.

23. Based upon the matters alleged above, there is a real, actual and immediate dispute and controversy between Polo and W&D involving a substantial controversy between Polo and W&D over the Funds Polo transferred to the W&D Trust Account. Polo and W&D have adverse legal interests regarding and relating to the Funds Polo transferred to the W&D Trust Account and Polo has no other adequate remedy to receive an accounting and return of the Funds Polo transferred to the W&D Trust Account.

**Count I**  
**Declaratory Relief**  
**Pursuant to 28 U.S.C. 2201 et. seq. Federal Declaratory Judgment Act**

24. Polo realleges and incorporates, by reference, paragraphs 1 – 23 above.

25. There is an actual controversy and dispute between the parties regarding the Funds Polo transferred to the W&D Trust Account, in that W&D fails and refuses to: (a) acknowledge receipt of the Funds; (b) provide an accounting of the Funds; and, (c) return the Funds to Polo.

26. Polo and W&D have an adverse interest with regard to the Funds and W&D's obligations to Polo regarding the Funds.

27. Polo has made demand for the return of the Polo Funds and W&D has failed to even acknowledge the Polo demand and therefore, there is an immediate need for the Court to determine W&D's obligations to Polo

regarding the Funds in the W&D Trust Account.

28. There is a substantial and continuing dispute between Polo and W&D regarding the Funds, in the W&D Trust Account, and the dispute is not conjectural, hypothetical or contingent.

WHEREFORE, Polo request the Court, pursuant to 28 U.S.C. 2201 and 28 U.S.C. 2202, to enter an order setting forth a declaration of:

(a) Polo's rights in and to the Funds deposited in Trust with W&D;

(b) that W&D provide a full and complete accounting of the Funds Polo deposited into the W&D Trust Account;

(c) that W&D immediately return, to Polo, the balance of Polo's Funds in the W&D Trust Account;

(d) enter an order, pursuant to 28 U.S.C. 2202, granting such other necessary and proper relief based upon the Court's declaratory judgment; and,

(e) an award of attorney's fees and costs if Polo is entitled thereto.

**Count II**  
**Accounting of Polo's Funds in the W&D Trust Account**

29. Polo realleges and incorporates, by reference, paragraphs 1 – 23 above.

30. As the recipient of Polo's Funds into the W&D Trust account, W&D owes a fiduciary obligation to Polo, including but not limited to, the obligations provided in Rule 1.15(e) of the Connecticut Rules of Procedural

Conduct, to provide Polo with a full and complete accounting of the Funds received by W&D from Polo and Polo's remedy at law is inadequate.

31. Polo is not requesting attorney-client or privileged information from W&D regarding W&D's representation of Robert V. Matthews, rather Polo is requesting a full and complete accounting of the Polo Funds.

WHEREFORE, Polo requests the Court to enter an order directing W&D to provide, to Polo, a full and complete accounting of the Polo Funds received, and any disbursement or distribution made from the Polo Funds, and the balance of Polo's Funds in the W&D Trust Account, and an award of attorney's fees and costs if the Court determines entitlement thereto, and for such other relief the Court deems just and appropriate.

Respectfully submitted,

September 11, 2018  
Date

/s/ Larry A. Zink  
Larry A. Zink, Esq.  
Florida Bar No. 0109592

ZINK, ZINK & ZINK CO., L.P.A.

**Florida Office:**

1198 Hillsboro Mile – Suite 244  
Hillsboro Beach, FL 33062

**Ohio Office:**

3711 Whipple Ave., N.W.  
Canton, OH 44718-2933  
Telephone: (330) 492-2225  
Facsimile: (330) 492-3956  
Cell Phone: (330) 495-0171

Email: [zinklaw3711@yahoo.com](mailto:zinklaw3711@yahoo.com)

*Counsel for Plaintiff,  
Palm Beach Polo, Inc.*